

10-11-2001



ET

Attorney Docket No.: 63428-0029

101870647

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>a. Chase Manhattan Bank a New York Banking Corporation</p> <p>09/25/01</p>		<p>2. Name and address of receiving party(ies):</p> <p>Eagle Family Foods, Inc. 735 Taylor Road Suite 100 Gahanna, OH 43230</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>	
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Release of Security Interest</u></p> <p>Execution Date: September 19, 2001 Effective Date: September 19, 2001</p>			
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): See Attached Schedule</p>		<p>B. Trademark Registration No.(s): See Attached Schedule</p>	
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Adam R. Agensky, Esq. Attn: TMSU Morgan, Lewis & Bockius LLP 1800 M Street, N.W. Washington, D.C. 20036</p> <p>Telephone: 202-467-7399 Facsimile: 202-467-7176 E-Mail: <u>cbaraloto@morganlewis.com</u></p>		<p>6. Total number of applications and registrations involved: 12</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>40.00</u> <u>11</u> x \$25.00 = \$ <u>275.00</u> Total \$ 315.00</p> <p><input checked="" type="checkbox"/> Authorized to charge any additional fees to deposit account</p> <p>8. Deposit account number: 13-4520</p>	
<p>10/10/2001 DEYRNE 00000098 43862</p> <p>01 FC:481 40.00 OP 02 FC:482 275.00 OP</p> <p>DO NOT USE THIS SPACE</p>			
<p>9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p>Cathleen F. Baraloto Name of Person Signing</p> <p> Signature</p> <p>9/25/01 Date</p> <p>Total number of pages including cover sheet, attachments and document:</p>			
<p>OMB No. 0651-0011 (exp. 4/94)</p>			

Exhibit A

MARK	COUNTRY	REGISTRATION/ (Application) No.	REGISTRATION (Filing) Date
REALEMON	Algeria	43862	08/14/1991
REALEMON and Design	Argentina	1488684	11/30/1993
REALEMON	Austria	74088	04/02/1973
REALEMON	Bahrain	8200	10/31/1983
LEMONA	Benelux	566776	02/03/1995
REALEMON	Benelux	408267	04/01/1964
REALIME	Benelux	570013	02/23/1995
REALEMON	Bermuda	(27743)	(03/20/1996)
REALEMON	Cambodia (Kampuchea)	2398	01/01/1993
LEMON GROVE	Canada	307,765	10/25/1985
REALEMON	Canada	105,794	02/15/1957
REALEMON	Canada	361,885	11/03/1989
REALIME	Canada	199008	05/17/1974
REALEMON	Chile	407514	06/04/1993
REALIME	Chile	407513	06/04/1993
REALEMON	China	983399	04/14/1997
REALEMON	Colombia	162546	05/30/1994
REALEMON	Croatia	921867	07/25/1996
REALEMON	Cyprus	(48466)	(07/29/1997)

MARK	COUNTRY	REGISTRATION/ (Application) No.	REGISTRATION (Filing) Date
REALEMON	Denmark	976/92	02/21/1992
REALIME	Denmark	3118/95	05/19/1995
REALEMON	Estonia	14495	01/16/1995
REALEMON	Finland	64920	03/12/1976
REALEMON	France	1519881	03/17/1989
REALIME	France	95/559938	02/23/1995
REALEMON	Georgia	3323	09/24/1996
REALEMON	Germany	988516	07/31/1979
REALIME	Germany	1030477	03/09/1982
REALEMON	Greece	73099	10/14/1982
REALEMON	Guatemala	29025	02/25/1975
REALEMON	Guatemala	29027	02/25/1975
REALEM	Hungary	249722	11/18/1991
REALEMON	Hungary	139227	11/07/1994
REALEMON	India	(632812)	(07/04/1994)
REALEMON	Indonesia	322869	01/05/1995
REALEMON	Israel	35052	02/22/1972
REALEMON	Italy	719862	10/04/1985
REALIME	Italy	713134	06/13/1997
REALEMON	Japan	2058847	06/24/1988
REALEMON & Katakana	Japan	2220348	03/27/1990

MARK	COUNTRY	REGISTRATION/ (Application) No.	REGISTRATION (Filing) Date
REALEMON & Katakana	Japan	2603163	11/30/1993
REALIME	Japan	2356424	11/29/1991
REALIME (and Katakana)	Japan	3157940	05/31/1996
LEMON BURST	Jordan	23752	07/21/1986
REALEMON	Jordan	20808	06/11/1983
LEMON BURST	Kuwait	23687	01/25/1997
REALEMON	Laos	1838	04/05/1993
REALEMON	Latvia	33716	08/20/1996
LEMON BURST	Lebanon	48402	01/24/1986
REALEMON	Lebanon	(60081)	(03/05/1993)
REALEMON	Lithuania	22591	04/18/1996
REALEMON	Macedonia	(743/95)	(09/29/1995)
REALEMON	Mexico	397940	08/05/1991
REALIME	Mexico	504645	09/22/1995
REALEMON	Namibia	75/0559	10/21/1975
LEMONA	Norway	174452	06/20/1996
REALEMON	Norway	85863	09/01/1972
REALIME	Norway	174895	07/04/1996
REALEMON	Panama	19331	12/02/1974
REALEMON	Peru	70760	09/23/1987
REALIME	Peru	70761	09/23/1987

MARK	COUNTRY	REGISTRATION/ (Application) No.	REGISTRATION (Filing) Date
REALEMON	Philippines	57717	04/20/1994
REALEMON	Poland	69747	06/30/1993
REALEMON	Portugal	267097	11/20/1992
REALEMON (With Arabic Equivalent)	Qatar	3069	09/16/1982
REALEMON	Russian Federation	96947	06/24/1991
REALEMON	Saudi Arabia	55/28	01/26/1976
REALEMON	Slovak Republic	171486	07/20/1992
REALEMON	Slovenia	9370042	07/30/1998
REALEMON	South Africa	75/2742	02/28/1975
REALEMON	South Korea	320078	08/18/1995
REALEMON	Spain	1584762	01/07/1992
REALEMON	Sweden	151416	05/16/1975
REALIME	Sweden	309012	02/23/1996
BORDEN REALEMON	Switzerland	336111	12/12/1984
REALEMON	Switzerland	395123	09/22/1992
REALEMON	Syria	14605	12/19/1983
REALEMON	Taiwan	413506	09/16/1988
REALEMON	Thailand	161134	12/13/1991
REALEMON	Ukraine	8693	08/28/1997

MARK	COUNTRY	REGISTRATION/ (Application) No.	REGISTRATION (Filing) Date
REALEMON	United Arab Emirates	3018	11/15/1995
REALEMON	United Kingdom	2027916	01/31/1997
Lemon Bottle Design	United States	549,097	10/02/1951
REALAPPLE	United States	(75/678,222)	(06/30/1998)
REALCHERRY	United States	(75/678,224)	(06/30/1998)
REALEMON	United States	(75/571,682)	(10/16/1998)
REALEMON	United States	641,099	02/05/1957
REALEMON	United States	605,910	05/10/1955
REALEMONADE	United States	(75/511,127)	(06/30/1998)
Realemonade Bottle Design	United States	2,360,940	06/20/2000
REALGRAPE	United States	(75/678,223)	(06/30/1998)
REALIME	United States	656,534	12/31/1957
REALIME	United States	526,163	06/06/1950
REALORANGE	United States	(75/511,116)	(06/30/1998)
REALEMON	Vietnam	8692	07/10/1993

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 19th day of September, 2001, by The Chase Manhattan Bank, as collateral agent (the "Agent"), in favor of Eagle Family Foods, Inc. (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of January 23, 1998, by and between Obligor and Agent, among others (the "Security Agreement"), Obligor has granted a security interest in certain of its tangible and intangible personal property, including, but not limited to, the trademarks listed on the attached Exhibit A, any applications for federal registration or federal registrations therefor, and the goodwill associated therewith (collectively, the "Released Marks");

WHEREAS, the Security Agreement was filed on behalf of Agent in the United States Patent and Trademark Office ("PTO") and other offices, as appropriate, to evidence the security interest granted to Agent thereunder, including in the PTO on March 4, 1998 at Reel 1693, Frame 0001;

WHEREAS, as a result of the sale of all the assets comprising the Business (as defined in the Asset Purchase Agreement among Eagle Family Foods, Inc., Eagle Family Foods Holdings, Inc., Mott's Inc. and Cadbury Beverages Delaware, Inc., dated as of August 13, 2001 (the "Asset Purchase Agreement"), pursuant to the Asset Purchase Agreement, Agent has agreed to release and terminate its rights and security interests in the Released Marks;

WHEREAS, Obligor has requested that Agent (a) terminate and release the liens and interests of Agent in the Released Marks and (b) execute and deliver evidence of such termination and release for filing in the PTO and other appropriate offices; and

WHEREAS, Obligor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Released Marks under the Security Agreement, and the parties seek to make a record of Agent's release and reassignments to Obligor of any and all of its security interests in the Released Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases, discharges, and relinquishes, as of September 19, 2001, its security interests in the Released Marks. Agent specifically acknowledges that its security interests in the Marks are no longer in force.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its proper corporate officer thereunto duly authorized as of the date first above written.

THE CHASE MANHATTAN BANK

By: Neil R. Boylan
Name:
Title: **Neil R. Boylan**
Managing Director

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 19th day of September, 2001, before me personally came Neil R. Boylan, to me known, who, being by me duly sworn, did depose and say he is a Managing Director of Chase Manhattan Bank, the Agent described in and which executed the above instrument.

Elsa V. Griffith
Notary Public

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2003

[Notarial Seal]